

Digital Equipment Corporation  
111 Powdermill Road  
Maynard, Massachusetts 01754-1418

**digital**

October 16, 1990

U.S. EXPRESS MAIL  
REGISTERED MAIL/RRR

Office of External Programs  
U.S. Environmental Protection Agency  
26 Federal Plaza  
New York, NY 10278

Dear Sir:

Enclosed is a copy of the documents sent to the Puerto Rico Environmental Quality Board demonstrating Digital Equipment Corporation's compliance with the Financial Test and Corporate Guarantee for closure requirements specified in Rule 806 of the applicable Puerto Rico regulations.

If you have any questions please call me at (508)493-5242.

Sincerely,  
DIGITAL EQUIPMENT CORPORATION



Cindy A. Lewis  
Environmental Attorney

Digital Equipment Corporation  
111 Powdermill Road  
Maynard, Massachusetts 01754-1418

**digital**

October 15, 1990

U.S. EXPRESS MAIL  
REGISTERED MAIL/RRR

Flor del Valle, Director  
Land Pollution Control Area  
Attn: Sr. Carlos Martinez  
P.R. Environmental Quality Board  
P.O. Box 11488  
Santurce, Puerto Rico 00910

Dear Flor del Valle:

I am Chief Financial Officer of Digital Equipment Corporation, 146 Main Street, Maynard, Massachusetts 10754. This letter is in support of this firm's use of the financial test to demonstrate financial assurance, specified in Rules I-806 and II-808.

1. This firm is the owner or operator of the following facilities for which financial assurance for closure or post-closure care is demonstrated through the financial test specified in Rules I-806 and II-808. The current closure and/or post-closure cost estimates covered by the test are shown for each facility: NONE.
2. This firm guarantees, through the corporate guarantee specified in Rules I-806 and II-808, the closure or post-closure care of the following facilities owned or operated by subsidiaries of this firm. The current cost guaranteed are shown for each facility:

Name of Facility	Closure Cost Estimates
a. Digital Equipment Corp. de Puerto Rico P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD991291857	\$150,390.

b. Digital Equipment Corp.  
de Puerto Rico  
Sabana Grande  
P.O. Box 106  
San German, Puerto Rico 00753  
EPA I.D. #PRD000706333 \$1,500,000.

c. Digital Equipment Corp.  
de Puerto Rico  
P.O. Box K  
San Antonio, Puerto Rico 00752  
EPA I.D. #PRD000767855 \$190,260.

3. Where the Commonwealth of Puerto Rico is not administering the financial requirements of Rules I-806 and II-808, this firm, as owner or operator or guarantor, is demonstrating financial assurance for the closure or post-closure care of the following facilities through the use of a test equivalent or substantially equivalent to the financial test specified in Rules I-806 and II-808. The current closure and/or post-closure cost estimates covered by such a test are shown for each facility:

Name of Facility	Closure Cost Estimates
a. Digital Equipment Corp. Printed Circuit Board Plant 1901 West 14th Street Tempe, Arizona 85281 EPA I.D. #AZT000623819	\$191,440.

4. This firm is the owner or operator of the following hazardous waste management facilities for which financial assurance for closure or, if disposal facility, post-closure care, is not demonstrated either to the Environmental Quality Board or a State through the financial test or any other financial assurance mechanism specified in Rules I-806 and II-808 or equivalent or substantially equivalent mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurances are shown for each facility: NONE

This firm is required to file a form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

The fiscal year of this firm ends on June 30. The

figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statement for the latest completed fiscal year, ended June 30, 1990.

ALTERNATIVE I


(numbers of thousands)

1a.	Sum of current closure and post-closure cost estimates (total of all cost estimate listed above). . . . .	191,440
1b.	Sum of current closure and post-closure cost estimates for all facilities located in Puerto Rico. . . . .	1,840,650
* 2.	Total liabilities (if any portion of the closure or post-closure cost estimates is included in total liabilities, you can deduct that portion from this line and add the amount to lines 3 and 4). . . . .	3,473,000
* 3.	Tangible net worth. . . . .	8,182,000
* 4.	Net worth . . . . .	8,182,000
* 5.	Current assets. . . . .	7,622,000
* 6.	Current liabilities . . . . .	3,290,000
7.	Net working capital (line 5 minus line 6).	4,332,000
* 8.	The sum of net income plus depreciation, depletion and amortization. . . . .	871,000
* 9.	Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.). . . . .	5,787,000
* 10.	Total assets in Puerto Rico . . . . .	762,000

Digital Equipment Corporation

	YES	NO
11. Is line 3 at least \$10 million?	X	
12. Is line 3 at least 6 times line 1?	X	
13. Is line 7 at least 6 times line 1?	X	
*14. Are at least 90% of firm's assets located in the U.S.? If not complete line 14.		X
15. Is line 9 at least 6 times line 1(a)?	X	
16. Is line 10 at least 4 times line 1(a)?	X	
17. Is line 2 divided by line 4 less than 2.0?	X	
18. Is line 8 divided by line 2 greater than 0.1?	X	
19. Is line 5 divided by line 6 greater than 1.5?	X	

I hereby certify that the wording of this letter is identical to the wording specified in Rule II-808 (J) (6) as such regulations were constituted on the date shown immediately below.

  
James Osterhoff  
Chief Financial Officer  
Vice President-Finance  
October 15, 1990

CORPORATE GUARANTEE FOR CLOSURE OR POST-CLOSURE CARE

Guarantee made this October 15, 1990 by Digital Equipment Corporation, a business corporation organized under the laws of Massachusetts, herein referred to as our subsidiary Digital Equipment Corporation de Puerto Rico, Calle Mendez Vigo #93 Mayaguez, Puerto Rico 00708.

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in rules II-808 D(6), II-808 f(6), I-806 D(5), and I-806 F(F).
2. Digital Equipment Corporation de Puerto Rico owns or operates the following hazardous waste management facilities covered by this guarantee:


Name of Facility	Closure Cost Estimates
a. Digital Equipment Corporation de Puerto Rico P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD991291857	\$ 150,390.
b. Digital Equipment Corporation de Puerto Rico Sabana Grande P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD000706333	1,500,000.
c. Digital Equipment Corporation de Puerto Rico P.O. Box K San Antonio, Puerto Rico 00752 EPA I.D. #PRD000767855	190,260.
3. "Closure plans" and "post-closure plans" as used below refer to the plans maintained as required by Rules II-807 and I-805 for the closure and post-closure care of facilities as identified above.	

4. For value received from Digital Equipment Corporation de Puerto Rico, guarantor guarantees to the Environmental Quality Board that in the event Digital Equipment Corporation de Puerto Rico fails to perform closure of the above facilities in accordance with the closure of post-closure plans and other permit or interim status requirements whenever required to do so, that guarantor shall do so or establish a trust fund as specified in Rules II-808 or I-806 as applicable, in the name of Digital Equipment Corporation de Puerto Rico in the amount of the current closure or post-closure cost estimates as specified in Rules II-808 and I-806.
5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the Environmental Quality Board for facilities located in Puerto Rico and to Digital Equipment Corporation de Puerto Rico that he intends to provide alternate financial assurance as specified in Rules II-808 or I-806, as applicable, in the name of Digital Equipment Corporation de Puerto Rico, within 120 days after the end of such financial assurance unless Digital Equipment Corporation de Puerto Rico has done so.
6. The guarantor agrees to notify the Environmental Quality Board by certified mail of a voluntary or involuntary proceeding under Title II (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.
7. Guarantor agrees that within 30 days after being notified by the Environmental Quality Board of determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of closure or post-closure care or liability coverage, he shall establish alternative financial assurance as specified in Rules II-808 or I-806, as applicable, in the name of Digital Equipment Corporation de Puerto Rico has done so.
8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendments or modification of the closure or post-closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or post-closure, or any other modification or alteration of an obligation of the owner or operator pursuant to Part VIII-I and III of this regulation.

9. Guarantor agrees to remain bound under this guarantee for so long as Digital Equipment Corporation de Puerto Rico must comply with the applicable financial assurance requirements of Rules II-808 and I-806 for the above listed facilities, except that guarantor may cancel this guarantee by sending notice by certified mail to the Environmental Quality Board and to Digital Equipment Corporation de Puerto Rico, such cancellation to become effective no earlier than 120 days after receipt of such notice by both the Environmental Quality Board and Digital Equipment Corporation de Puerto Rico, as evidenced by the return receipts.
10. Guarantor agrees that if Digital Equipment Corporation de Puerto Rico fails to provide alternate financial assurance as specified in Rules II-808 or I-806, as applicable, and obtain written approval of such assurance from the Environmental Quality Board Chairman within 90 days after a notice of cancellation by the guarantor is received by the Environmental Quality Board from guarantor, guarantor shall provide such alternate financial assurance in the name of Digital Equipment Corporation de Puerto Rico.
11. Guarantor expressly waives notice of acceptance of this guarantee by the Environmental Quality Board or by Digital Equipment Corporation de Puerto Rico. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the facility permit(s).

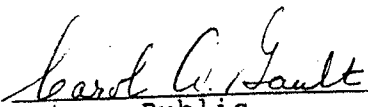
I hereby certify that the wording of this guarantee is identical to the wording specified in Rule II-808 J(8) as such regulations were constituted on the date first above written.

Effective Date:  
DIGITAL EQUIPMENT CORPORATION

  
James Osterhoff  
Chief Financial Officer  
Vice President-Finance

Commonwealth of Massachusetts  
County of Middlesex, SS

Sworn and subscribed to before  
me this 16<sup>th</sup> day of October, 1990

  
Notary Public  
My Commission Expires: 11/5/93



To the Board of Directors of  
Digital Equipment Corporation:

We have audited, in accordance with generally accepted auditing standards, the consolidated balance sheets of Digital Equipment Corporation as of June 30, 1990 and July 1, 1989, and the related consolidated statements of income, stockholders' equity, and cash flows for each of the three fiscal years in the period ended June 30, 1990, and have issued our report thereon dated July 25, 1990.

In connection with our audit, we have performed the following procedures specified in subpart H of 40 CFR Parts 264 and 265 and Rules I.806 and II.808 of the Puerto Rico Regulations for the Control of Hazardous and Nonhazardous Solid Waste, relating to financial assurance standards applicable to owners and operators of hazardous waste treatment, storage and disposal facilities and which are contained in letters dated October 15, 1990 from Mr. James M. Osterhoff, Vice President, Finance of the Company, to the Environmental Protection Agency and the Puerto Rico Environmental Quality Board (\$ in thousands):

1. We compared the "Total liabilities", "Net worth", "Current assets" and "Current liabilities" in the amounts of \$3,472,907, \$8,181,914, \$7,621,612, and \$3,289,769 respectively, with the corresponding amounts appearing in the consolidated financial statements of the Company for the year ended June 30, 1990 and found them to be in agreement.
2. We compared "Tangible net worth" in the amount of \$8,181,914 with the corresponding amount appearing in the consolidated financial statements of the Company for the year ended June 30, 1990 and found the amount to be in agreement.
3. We compared "Total assets in U.S." in the amount of \$5,786,798 with the corresponding amount appearing in the consolidated financial statements of the Company for the year ended June 30, 1990 and found it to be in agreement.
4. We compared "Net working capital" in the amount of \$4,331,843 with the corresponding amount derived from the consolidated financial statements of the Company for the year ended June 30, 1990 and found it to be in agreement.

5. We compared "The sum of the net income plus depreciation, depletion and amortization" in the amount of \$870,594 with the corresponding amount derived from the consolidated financial statements of the Company for the year ended June 30, 1990 and found it to be in agreement.
6. We recomputed the ratio of "Total assets in U.S." of \$5,786,798 to total consolidated assets of the Company of \$11,654,821, as reported in the consolidated financial statements of the Company for the year ended June 30, 1990, and verified that such ratio did not exceed ninety (90) percent.
7. We compared "Total assets in Puerto Rico" in the amount of \$762,336 with the corresponding amount appearing in the accounting records of the Company and found it to be in agreement. Such amount is included in total assets of the Company as reported in the consolidated financial statements of the Company for the year ended June 30, 1990.

In connection with the above procedures, no matters came to our attention which would cause us to believe that the amounts noted above in Items 1 through 7 and included in the aforementioned letters dated October 15, 1990, which are specified as having been derived from the Company's independently audited financial statements for the year ended June 30, 1990, should be adjusted. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Board of Directors and management of the Company and for filing requirements specified in Subpart H of 40 CFR Parts 264 and 265 and Rules I.806 and II.808 of the Puerto Rico Regulations for the Control of Hazardous and Nonhazardous Solid Waste.

*Coopers & Lybrand*

Boston, Massachusetts  
October 15, 1990

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

RECEIVED  
1989 OCT 16 PM 2:55  
U.S. DISTRICT COURT  
SAN JUAN, P.R.

UNITED STATES OF AMERICA,  
Plaintiff,  
v.  
DIGITAL EQUIPMENT CORPORATION,  
Defendant.

CIVIL ACTION NO. 89-01233 (PG)

RECEIVED  
1989 SEP -8 PM 4:25  
U.S. DISTRICT COURT  
SAN JUAN, P.R.

CONSENT JUDGMENT

Plaintiff, the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), filed the complaint herein, alleging that Defendant, Digital Equipment Corporation, ("Digital"), has violated Section 307(d) of the Clean Water Act ("the Act"), 33 U.S.C. § 1317.

Digital owns and operates a plant located at P.R. Road 362, KM 1.0, in San German, Puerto Rico ("the Plant") for the manufacture of printed circuit boards and computer modules and is engaged in electroplating and metal finishing.

Digital, in its industrial operations, generates wastewater that is discharged to a publicly owned treatment work ("POTW"), owned and operated by the Puerto Rico Aqueduct and Sewer Authority ("PRASA").

RECD 10/18	TO JUDGE
BY ME	# 3

The wastewater discharged from Digital's industrial operations is subject to the general pretreatment regulations, 40 C.F.R. Part 403, the categorical pretreatment standards for the printed circuit board point source category, 40 C.F.R. Part 413 Subpart H, the categorical pretreatment standards for the metal finishing point source category, 40 C.F.R. Part 433, and the more stringent pretreatment standards established pursuant to PRASA's Rules and Regulations for the Supply of Water and Sewer Service, effective June 1, 1986 (hereinafter, "PRASA's pretreatment standards").

Digital has replaced or upgraded various treatment systems at the Plant's wastewater treatment plant to achieve compliance with federal and Commonwealth pretreatment standards. Digital has expended approximately \$1.7 million for this program, which consisted of a combination of installation of new equipment, elimination of former sources of effluent, and general upgrading of processes. Digital has integrated its compliance-related expenditures into a facility-wide program to reduce wastewater generation and improve treatment processes.

Digital has demonstrated compliance with federal and Commonwealth pretreatment standards. More specifically, Digital has submitted monitoring reports to EPA Region II by letters dated December 9, 1988 and February 8, 1989, which provided the results of weekly sampling conducted by the company during the period July 1, 1988 through December 31, 1988. Based upon these reports, EPA is satisfied that Digital

attained full compliance with federal and Commonwealth pretreatment standards on or before July 1, 1988 and that Digital maintained continuous compliance with those pretreatment standards for a six month period, July 1, 1988 through December 31, 1988.

The United States and Digital, by their attorneys, having consented to the entry of this Consent Judgment ("Judgment") enjoining Digital's activities as specified herein, providing for payment of a civil penalty for violations of the Act alleged in the complaint, and providing for stipulated penalties in the event of noncompliance herewith, without trial of any issues, and without admission of any violation of law or regulation by Digital, hereby stipulate to the Court that the settlement of this matter is in the public interest and that entry of this Judgment without further litigation is the most appropriate way to resolve the dispute between the parties.

NOW THEREFORE upon consent and agreement of the parties to this Judgment, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

I. JURISDICTION

This Court has jurisdiction over the subject matter of this action and over the parties pursuant to Section 309 of the Act, 33 U.S.C. § 1319, and 28 U.S.C. § 1345. The Complaint states a claim upon which relief may be granted under Section 309 of the Act, 33 U.S.C. § 1319.

II. BINDING EFFECT

The provisions of this Consent Judgment shall apply to and be binding upon the United States and Digital and upon Digital's officers, directors, agents, trustees, servants, employees, successors, assigns, attorneys, and all persons, firms, and corporations acting under the control or direction of the corporation. Digital shall give written notice of this Consent Judgment to any successors in interest prior to transfer of ownership or operation of Digital's San German facilities, and shall provide a copy of this Judgment to any successor in interest and to each contractor retained to perform any activity required by this Judgment. Digital shall notify in writing the United States Environmental Protection Agency, Region II, the United States Attorney for the District of Puerto Rico and the United States Department of Justice of any successor in interest at least 30 days prior to transfer, and shall provide written verification that the successor in interest was provided a copy of this Judgment.

III. MAINTAINING COMPLIANCE

Digital shall maintain full compliance with the federal categorical and general pretreatment standards and PRASA's pretreatment standards.

IV. SLUDGE DISPOSAL

Digital acknowledges that it is obligated to dispose of its sludge generated in the course of pretreatment from the

Plant and agrees to dispose of its sludge at an authorized facility in accordance with all applicable federal, Commonwealth and local sludge disposal requirements.

V. PENALTY FOR PAST VIOLATIONS

A. Digital shall pay a civil penalty in the amount of \$450,000 in full satisfaction of the United States' claims for Digital's violations of the Clean Water Act, as set forth in the Complaint filed herein through the date of lodging this Judgment. Payment shall be made within thirty (30) days after the date of entry of this Judgment by delivering a cashier's check in the sum stated above payable to the "Treasurer of the United States" to the United States Attorney for the District of Puerto Rico. A copy of the check and the letter tendering such check shall be mailed to EPA, Office of Regional Counsel, Region II, and to the Environmental Enforcement Section, United States Department of Justice.

B. In the event of failure to make timely payment, interest will be charged in accordance with the statutory judgment interest rate in 28 U.S.C. Section 1961 from the time payment is due until such payment is made.

VI. NON-WAIVER PROVISIONS

A. This Consent Judgment in no way affects or relieves Digital of responsibility to comply with any other federal, Commonwealth or local law or regulation. Nothing contained in this Judgment shall be construed to prevent or

limit the United States' rights to obtain penalties or injunctive relief under the Act or other federal statutes or regulations except as expressly specified herein.

B. The United States does not waive any rights or remedies available to it for any violation by Digital of federal or Commonwealth laws or regulations, or permit conditions, that may occur following termination of this Judgment.

C. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Judgment.

VII. COSTS OF SUIT

Each party shall bear its own costs and attorney's fees in this action. Should Digital subsequently be determined to have failed to pay all penalties due under Paragraph V of this Judgment, then Digital shall be liable to the United States for any costs and attorney's fees incurred by the United States in any actions against Digital for such noncompliance with this Judgment.

VIII. FORM OF NOTICE

Except as specified otherwise, when written notification to or communication with the United States, EPA Region II, Defendant, or PRASA is required by the terms of this Consent Judgment, it shall be addressed as follows:



As to the United States:

Chief, Environmental Enforcement Section  
Land and Natural Resources Division  
U.S. Department of Justice  
Post Office Box 7611  
Ben Franklin Station  
Washington, D.C. 20044

United States Attorney  
District of Puerto Rico  
Federal Building, Room 101  
Carlos Chardon Ave.  
Hato Rey, Puerto Rico 00818

As to EPA Region II:

U.S. Environmental Protection Agency  
Water Management Division  
Chief, Water Permit & Compliance Branch  
26 Federal Plaza  
New York, N.Y. 10278

U.S. Environmental Protection Agency  
Office of Regional Counsel  
Water Grants and General Law Branch  
26 Federal Plaza  
New York, N.Y. 10278

As to PRASA:

PRASA  
Director, Pretreatment Area  
P.O. Box 7066  
Barrio Obrero Station  
San Juan, P.R. 00916

As to the Defendant:

Digital Equipment Corporation  
111 Powdermill Road  
Maynard, Massachusetts 01754  
Attn: Laura Goldin, Esq., Senior Attorney

Notifications to or communications with EPA or the  
United States shall be deemed submitted on the date they are  
postmarked and sent by certified mail, return receipt requested.

IX. MODIFICATION

Except as provided for herein, there shall be no modification of this Consent Judgment without written approval of all of the parties to this Consent Judgment and the Court.

X. PUBLIC COMMENT

The parties agree and acknowledge that final approval by the United States and entry of this Judgment is subject to the requirements of 28 C.F.R. § 50.7 which provides for notice and an opportunity for public comment.

XI. CONTINUING JURISDICTION OF THE COURT

The Court shall retain jurisdiction to enforce the terms and conditions of this Judgment and to resolve disputes arising hereunder as may be necessary or appropriate for the construction or execution of this Judgment.

XII. TERMINATION

This Judgment shall terminate when Digital has paid the penalty due under Paragraph V.

Dated and entered this 13<sup>th</sup> day of October,  
1989.

Juan M. Pérez Serrano  
UNITED STATES DISTRICT JUDGE

15/c to S. Caruso  
Edward Mc. Donough  
10-16-89  
3CM

WE HEREBY CONSENT to the entry of this Judgment,  
subject to the public notice requirements of 28 C.F.R. § 50.7.

FOR THE UNITED STATES OF AMERICA:

8/29/89  
DATE

Richard B. Stewart  
Richard B. Stewart  
Assistant Attorney General  
Land and Natural Resources Division  
United States Department of Justice  
Washington, D.C. 20530

8/29/89  
DATE

Casey Shpall  
Casey Shpall  
Environmental Enforcement Section  
Land and Natural Resources Division  
United States Department of Justice  
Washington, D.C. 20530

Daniel Lopez Romo  
United States Attorney  
District of Puerto Rico

8/30/89  
DATE

Silvia Carreno  
Silvia Carreno  
Assistant United States Attorney  
District of Puerto Rico  
Federal Building, Room 101  
Carlos Chardon Ave.  
Hato Rey, Puerto Rico 00918

8/10/89  
DATE

Edward E. Reich  
Edward E. Reich  
Acting Assistant Administrator for  
Enforcement and Compliance Monitoring  
U.S. Environmental Protection Agency  
Washington, D.C. 20460

FOR DIGITAL EQUIPMENT CORPORATION:

5/24/89  
DATE

Edward B. McDonough  
Edward B. McDonough  
Vice President  
GIA Manufacturing and Engineering  
Digital Equipment Corporation  
197 Northboro Road  
Marlboro, MA 01752

**digital** October 15, 1986

Carlos R. Vazquez, Esq.  
Director  
Land Pollution Control Area  
Attention: Mr. Roberto Berberena, Jr.  
PR Environmental Quality Board  
P.O. Box 11488  
Santurce, Puerto Rico 00910-11488

Dear Sr. Vazquez:

I am the chief financial officer of Digital Equipment Corporation, 146 Main Street, Maynard, Massachusetts 01754. This letter is in support of this firm's use of the financial test to demonstrate financial assurance, as specified in Rules I-806 and II-808.

1. This firm is the owner or operator of the following facilities for which financial assurance for closure or post-closure care is demonstrated through the financial test specified in Rules I-806 and II-808. The current closure and/or post-closure cost estimates covered by the test are shown for each facility: NONE.

2. This firm guarantees, through the corporate guarantee specified in Rules I-806 and II-808, the closure or post-closure care of the following facilities owned or operated by subsidiaries of this firm. The current cost estimates for the closure or post-closure care so guaranteed are shown for each facility:

<u>Name of Facility</u>	<u>Closure Cost Estimates</u>
a. Digital Equipment Corp. de Puerto Rico P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD991291857	\$ 71,200.00
b. Digital Equipment Corp. de Puerto Rico Sabana Grande P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD000706333	\$422,000.00
c. Digital Equipment Corp. de Puerto Rico P.O. Box K San Antonio, Puerto Rico 00752 EPA I.D. #PRD00767855	50,400.00

3. Where the Commonwealth of Puerto Rico is not administering the financial requirements of Rules I-806 and II-808, this firm, as owner or operator or guarantor, is demonstrating financial assurance for the closure or post-closure care of the following facilities through the use of a test equivalent or substantially equivalent to the financial test specified in Rules I-806 and II-808. The current closure and/or post-closure cost estimates covered by such a test are shown for each facility:

<u>Name of Facility</u>	<u>Cost Estimates</u>
a. Digital Equipment Corp. Printed Circuit Board Plant 1901 West 14th Street Tempe, Arizona 85281 EPA I.D. #AZT000623819	\$161,900.00

4. This firm is the owner or operator of the following hazardous waste management facilities for which financial assurance for closure or, if a disposal facility, post-closure care, is not demonstrated either to the Environmental Quality Board or a State through the financial test or any other financial assurance mechanism specified in Rules I-806 and II-808 or equivalent or substantially equivalent mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility: NONE.

This firm is required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

The fiscal year of this firm ends on June 28. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statement for the latest completed fiscal year, ended June 28, 1986.

#### Alternative I

(numbers in thousands)


1a.	Sum of current closure and post-closure cost estimates (total of all cost estimates listed above). . . . .	\$ 705.5
1b.	Sum of current closure and post-closure cost estimates for all facilities located in Puerto Rico. . . . .	543.6

(numbers in thousands)

*2. Total liabilities (if any portion of the closure or post-closure cost estimates is included in total liabilities, you can deduct that portion from this line and add that amount to lines 3 and 4). . . . .	1,445,499
*3. Tangible net worth. . . . .	5,727,827
*4. Net worth. . . . .	5,727,827
*5. Current assets. . . . .	5,306,248
*6. Current liabilities. . . . .	1,083,535
7. Net working capital (line 5 minus line 6)	4,222,713
*8. The sum of net income plus depreciation depletion and amortization. . . . .	1,001,464
*9. Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.)	3,911,491
*10. Total assets in Puerto Rico	550,477

	<u>Yes</u>	<u>No</u>
11. Is line 3 at least \$10 million?	<u>X</u>	_____
12. Is line 3 at least 6 times line 1?	<u>X</u>	_____
13. Is line 7 at least 6 times line 1?	<u>X</u>	_____
*14. Are at least 90% of firm's assets located in the U.S.? If not, complete line 14.	_____	<u>X</u>
15. Is line 9 at least 6 times line 1(a)?	<u>X</u>	_____
16. Is line 10 at least 4 times line 1(b)?	<u>X</u>	_____
17. Is line 2 divided by line 4 less than 2.0?	<u>X</u>	_____
18. Is line 8 divided by line 2 greater than 0.1?	<u>X</u>	_____
19. Is line 5 divided by line 6 greater than 1.5?	<u>X</u>	_____

I hereby certify that the wording of this letter is identical to the wording specified in Rule II-808 J(6) as such regulations were constituted on the date shown immediately below.

  
James Osterhoff  
Chief Financial Officer  
Vice President - Finance  
15 October 1986

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CORPORATE GUARANTEE FOR CLOSURE OR POST-CLOSURE CARE

Guarantee made this October 15, 1986 by Digital Equipment Corporation a business corporation organized under the laws of Massachusetts, herein referred to as guarantor, to the Environmental Quality Board, on behalf of our subsidiary Digital Equipment Corporation de Puerto Rico, Calle Mendez Vigo #93, Mayaguez, Puerto Rico 00708.

Recitals

1. Guarantor meets or exceeds the financial test criteria and agrees to comply with the reporting requirements for guarantors as specified in Rules II-808 D(6), II-808 F(6), I-806 D(5), and I-806 F(5).

2. Digital Equipment Corporation de Puerto Rico owns or operates the following hazardous waste management facilities covered by this guarantee:

<u>Name of Facility</u>	<u>Closure Cost Estimates</u>
a. Digital Equipment Corp. de Puerto Rico P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD991291857	\$71,200.00
b. Digital Equipment Corp. de Puerto Rico Sabana Grande P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD000706333	\$422,000.00
d. Digital Equipment Corp. de Puerto Rico P.O. Box K San Antonio, Puerto Rico 00752 EPA I.D. #PRD00767855	\$ 50,400.00

3. "Closure plans" and "post-closure plans" as used below refer to the plans maintained as required by Rules II-807 and I-805 for the closure and post-closure care of facilities as identified above.



4. For value received from Digital Equipment Corporation de Puerto Rico, guarantor guarantees to the Environmental Quality Board that in the event that Digital Equipment Corporation de Puerto Rico fails to perform closure of the above facilities in accordance with the closure or post-closure plans and other permit or interim status requirements whenever required to do so, that guarantor shall do so or establish a trust fund as specified in Rules II-808 or I-806 as applicable, in the name of Digital Equipment Corporation de Puerto Rico in the amount of the current closure or post-closure cost estimates as specified in Rules II-808 and I-806.

5. Guarantor agrees that if, at the end of any fiscal year before termination of this guarantee, the guarantor fails to meet the financial test criteria, guarantor shall send within 90 days, by certified mail, notice to the Environmental Quality Board for facilities located in Puerto Rico and to Digital Equipment Corporation de Puerto Rico that he intends to provide alternate financial assurance as specified in Rules II-808 or I-806, as applicable, in the name of Digital Equipment Corporation de Puerto Rico. Within 120 days after the end of such fiscal year, the guarantor shall establish such financial assurance unless Digital Equipment Corporation de Puerto Rico has done so.

6. The guarantor agrees to notify the Environmental Quality Board by certified mail, of a voluntary or involuntary proceeding under Title II (Bankruptcy), U.S. Code, naming guarantor as debtor, within 10 days after commencement of the proceeding.

7. Guarantor agrees that within 30 days after being notified by the Environmental Quality Board of determination that guarantor no longer meets the financial test criteria or that he is disallowed from continuing as a guarantor of closure or post-closure care or liability coverage, he shall establish alternate financial assurance as specified in Rules II-808 or I-806, as applicable, in the name of Digital Equipment Corporation de Puerto Rico unless Digital Equipment Corporation de Puerto Rico has done so.

8. Guarantor agrees to remain bound under this guarantee notwithstanding any or all of the following: amendments or modification of the closure or post-closure plan, amendment or modification of the permit, the extension or reduction of the time of performance of closure or post-closure, or any other modification or alteration of an obligation of the owner or operator pursuant to Part VIII-I and II of this regulation.


9. Guarantor agrees to remain bound under this guarantee for so long as Digital Equipment Corporation de Puerto Rico must comply with the applicable financial assurance requirements of Rules II-808 and I-806 for the above-listed facilities, except that guarantor may cancel this guarantee by sending notice by certified mail to the Environmental Quality Board and to Digital Equipment Corporation de Puerto Rico, such cancellation to become effective no earlier than 120 days after receipt of such notice by both the Environmental Quality Board and Digital Equipment Corporation de Puerto Rico, as evidenced by the return receipts.

10. Guarantor agrees that if Digital Equipment Corporation de Puerto Rico fails to provide alternate financial assurance as specified in Rules II-808 or I-806, as applicable, and obtain written approval of such assurance from the Environmental Quality Board Chairman within 90 days after a notice of cancellation by the guarantor is received by the Environmental Quality Board from guarantor, guarantor shall provide such alternate financial assurance in the name of Digital Equipment Corporation de Puerto Rico.

11. Guarantor expressly waives notice of acceptance of this guarantee by the Environmental Quality Board or by Digital Equipment Corporation de Puerto Rico. Guarantor also expressly waives notice of amendments or modifications of the closure and/or post-closure plan and of amendments or modifications of the facility permit(s).

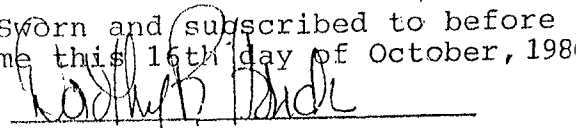
I hereby certify that the wording of this guarantee is identical to the wording specified in Rule II-808 J(8) as such regulations were constituted on the date first above written.

Effective date: October 15, 1986  
DIGITAL EQUIPMENT CORPORATION

  
James Osterhoff  
Chief Financial Officer  
Vice President - Finance

Commonwealth of Massachusetts  
County of Middlesex, SS

Sworn and subscribed to before  
me this 16th day of October, 1986

  
Dorothy R. Houck  
Notary Public

My Commission Expires:  
January 16, 1992

Digital Equipment Corporation  
111 Powdermill Road  
Maynard, Massachusetts 01754-1418  
(617) 897-5111

21 OCTOBER 1985



Sr. Santo Rohena  
President  
Environmental Quality Board  
Office of the Governor  
P.O. Box 11488  
Santurce, Puerto Rico 00910

Attention: Ing Luis de la Cruz

Dear Sr. Rohena:

I am the chief financial officer of Digital Equipment Corporation, 146 Main Street, Maynard, Massachusetts 01754. This letter is in support of this firm's use of the financial test to demonstrate financial assurance, as specified in Subpart H of 40 CFR Parts 264 and 265.

1. This firm is the owner or operator of the following facilities for which financial assurance for closure or post-closure care is demonstrated through the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by the test are shown for each facility: NONE.

2. This firm guarantees, through the corporate guarantee specified in Subpart H of 40 CFR Parts 264 and 265, the closure or post-closure care of the following facilities owned or operated by subsidiaries of this firm. The current cost estimates for the closure or post-closure care so guaranteed are shown for each facility: NONE.

3. In States where EPA is not administering the financial requirements of Subpart H of 40 CFR Parts 264 or 265, this firm, as owner or operator or guarantor, is demonstrating financial assurance for the closure or post-closure care of the following facilities through the use of a test equivalent or substantially equivalent to the financial test specified in Subpart H of 40 CFR Parts 264 and 265. The current closure and/or post-closure cost estimates covered by such a test are shown for each facility:

<u>Name of Facility</u>	<u>Closure Cost Estimates</u>
a. Digital Equipment Corp. Printed Circuit Board Plant 1901 West 14th Street Tempe, Arizona 85281 EPA I.D. #AZT000623819	\$ 155,700.00

HP-002520

<u>Name of Facility</u>	<u>Closure Cost Estimates</u>
b. Digital Equipment Corp. P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD991291857	\$ 68,500.00
c. Digital Equipment Corp. Sabana Grande P.O. Box 106 San German, Puerto Rico 00753 EPA I.D. #PRD000706333	\$ 405,800.00
d. Digital Equipment Corp. P.O. Box K San Antonio, Puerto Rico 00752 EPA I.D. #PRD00767855	\$ 48,500.00
e. Digital Equipment Corp. Printed Circuit Board Facility 500 Fair Forest Way Greenville, South Carolina 29607 EPA I.D. #SCD000770263	\$ 159,000.00

4. This firm is the owner or operator of the following hazardous waste management facilities for which financial assurance for closure or, if a disposal facility, post-closure care, is not demonstrated either to EPA or a State through the financial test or any other financial assurance mechanism specified in Subpart H of 40 CFR Parts 264 and 265 or equivalent or substantially equivalent State mechanisms. The current closure and/or post-closure cost estimates not covered by such financial assurance are shown for each facility:  
NONE.

This firm is required to file a Form 10K with the Securities and Exchange Commission (SEC) for the latest fiscal year.

The fiscal year of this firm ends on June 29. The figures for the following items marked with an asterisk are derived from this firm's independently audited, year-end financial statements for the latest completed fiscal year, ended June 29, 1985.

#### ALTERNATIVE I

	<u>(numbers in thousands)</u>
1. Sum of current closure and post-closure cost estimates	\$ 837.5
*2. Total liabilities	1,814,258.
*3. Tangible net worth	4,554,599.
*4. Net worth	4,554,599.
*5. Current assets	4,637,828.
*6. Current liabilities	943,609.
7. Net working capital	3,694,219.
*8. The sum of net income plus depreciation, depletion, and amortization	761,757.
*9. Total assets in U.S.	4,277,296.

	YES	NO
10. Is line 3 at least \$10 million?	X	
11. Is line 3 at least 6 times line 1?	X	
12. Is line 7 at least 6 times line 1?	X	
*13. Are at least 90% of firm's assets located in the U.S.? If not, complete line 14		X
14. Is line 9 at least 6 times line 1?	X	
15. Is line 2 divided by line 4 less than 2.0?	X	
16. Is line 8 divided by line 2 greater than 0.1?	X	
17. Is line 5 divided by line 6 greater than 1.5?	X	

I hereby certify that the wording of this letter is identical to the wording specified in 40 CFR 264.151(f) as such regulations were constituted on the date shown immediately below.

James M. Osterhoff  
James Osterhoff  
Chief Financial Officer  
Vice President - Finance  
21 OCTOBER 1985